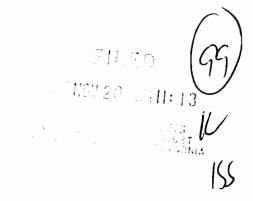


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ATTORNEYS FOR PLAINTIFF

—filing



UNITED STATES DISTRICT COURT

NORTHERN DIVISION OF CALIFORNIA

EDL

RICHARD HOWARD,

Plaintiff,

COMPLAINT

Calona - C5881

DEMAND FOR JURY TRIAL

AUR

VS.

(Fair Credit Reporting Act, 15 USC 1681)

WELLS FARGO FINANCIAL ACCEPTANCE and DOES 1-50,

Defendants.

- 1. This court has jurisdiction under 15 USC section 1651.
- 2. Plaintiff Richard Howard ("plaintiff") is a consumer as defined by the Fair and Accurate Credit Transactions Act (FACTA), 15 USC section 1681a(c), and a resident of Contra Costa County, California.
- 3. Defendant Wells Fargo Financial Acceptance ("WF") is an entity furnishing information to consumer reporting agencies under 15 USC section 1681s-2.
- 4. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as Does 1-50, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and

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believes, and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's injuries as herein alleged were legally caused by these Defendants.

5. At all times herein mentioned, WF and Defendant Does 1-50, and each of them, were the

employers, contractors-of, agents and/or employees of the other Defendants, and, in doing the things hereinafter alleged, were acting in the scope of their agency and employment and with the permission and consent of the other Defendants.

6. At all times herein mentioned, WF and Defendant Does 1-50, and each of them, were, in doing the things hereinafter alleged, acting in the scope of their agency and employment and with the permission and consent of the other Defendants.

7. In November of 2004, Plaintiff was compelled to sue WF after his identity was stolen, inaccurate items were placed on his credit report and defendants failed to remove such items despite the fact that Mr. Howard provided a veritable plethora of information on multiple occasions showing the account alleged to be his was not his, but had in fact been taken out by an identity thief. That matter settled in October of 2005. See *Howard v. Blue Ridge Bank*, 371 F.Supp.2d 1139 (ND Cal., 2005). One of these inaccurate items was an automobile loan through Wells Fargo Financial Acceptance, the terms of which showing on the credit report was an automobile loan with an account number 5382580, a high balance of either \$19,178 or \$19,179 and 72 payments of \$412.00 per month, and a date open of 04/2003. The inaccurate entries were removed as part of the settlement.

8. In March of 2007, Plaintiff, who continued to meticulously track his credit report as a result of his prior history, first noticed that a Wells Fargo Financial Acceptance account was again appearing on his credit report. The report bore a different account number (50237593) than had previously been reported, but otherwise closely matched the information of the previously removed entry (automobile loan, with high balance of \$19,178 and 72 monthly payments of \$412, a date open of 04/2003 and shows a date verified of February, 2007). Plaintiff has not opened, and has never opened, any account or taken any credit from Wells Fargo Financial Acceptance.

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to be determined by the jury.

damages in an amount determined by the jury. Plaintiff also seeks punitive damages in an amount

1	14. Plaintiff also seeks injunctive relief prohibiting said defendants from engaging in any of the
2	acts alleged.
3	15. Plaintiff requests attorneys fees pursuant to 15 USC 1681o(a).
4	SECOND CLAIM FOR RELIEF
5	(Willful Noncompliance with FACTA)
6	16. Plaintiff realleges and incorporates paragraphs 1 through 15.
7	17. Plaintiff is informed and believes, and thereon alleges, that Defendants Wells Fargo and Does
8	1-50 received notice of plaintiff's dispute as required by 15 USC 1681i(a)(2)(b) from Trans Union
9	and willfully failed to comply with the requirements of 15 USC 1681s-2(b) in that Wells Fargo,
10	despite the prior history with this loan, its prior removal, and repeated disputes received from
11	Trans Union, willfully failed to assure information it provided to credit reporting agencies was
12	accurate upon reinvestigation, after plaintiff requested such reinvestigation in a proper manner.
13	Plaintiff is also informed and believes and thereon alleges that defendant Wells Fargo deliberately
14	altered the account number so that it could continue to negatively report the account.
15	18. As a result of defendants' failure to comply with the requirements of FACTA, plaintiff has
16	suffered, and continues to suffer, actual damages for which he seeks damages in an amount
17	determined by the jury. Plaintiff also seeks punitive damages in an amount to be determined by
18	the jury.
19	19. Plaintiff also seeks injunctive relief prohibiting said defendants from engaging in any of the
20	acts alleged.
21	20. Plaintiff requests attorneys fees pursuant to 15 USC 1681o(a).
22	PRAYER
23	On the First Claim for Relief:
24	1. Actual damages as to each defendant in an amount to be determined by the jury;
25	2. Injunctive relief prohibiting said defendants from engaging in any of the acts alleged.

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4. Costs and expenses incurred in this action.

3. Attorney's fees; and

1	On the Second Claim for Relief:
2	1. Actual damages as to each defendant in an amount to be determined by the jury;
3	2. Punitive Damages as to each defendant in an amount to be determined by the jury;
4	3. Injunctive relief prohibiting said defendants from engaging in any of the acts alleged.
5	4. Attorney's fees; and
6	5. Costs and expenses incurred in this action.
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8	November 2007 LAW OFFICE OF RON BOCHNER
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10	BY RONK BOSHNER
11	Attorney for Plaintiff Richard Howard
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